
IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT, DIVISION FOUR

Civ. No. B 069450
(Super. Ct. No. BC 052395)

CHURCH OF SCIENTOLOGY INTENTIONAL,

Plaintiff-Respondent

-VS-

GERALD ARMSTRONG,

Defendant-Appellant.

On Appeal From Superior Court Of The State Of California
County of Los Angeles
The Honorable Ronald M. Sohigian

APPELLANT'S QUALIFIED NON-OPPOSITION
TO MOTION FOR EXPEDITED HEARING SCHEDULE

Ford Greene
HUB LAW OFFICES
California State Bar No. 107601
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

PAUL MORANTZ, ESQ.
P.O. Box 511
Pacific Palisades,
California 90272
(213) 459-4745

Attorneys for Appellant
GERALD ARMSTRONG

COPY

Appellant Armstrong agrees with Scientology's motion for an expedited hearing schedule for different reasons, however, from those asserted by Scientology. He vigorously disputes Scientology's characterizations of his conduct.

The reasons that Armstrong agrees that this case should be decided as soon as possible is because as each day passes in the absence of a condemnation of Scientology's settlement contract and Judge Sohigian's injunction, the justice system's function as a truth-seeking forum is further corrupted, Armstrong's first amendment right to free speech is subverted, while Scientology remains free to slander his good name with impunity, and the rights of those injured by Scientology's oft-documented malevolence to gather evidence and seek redress is determined by whether or not they can pay enough to obtain access to evidence. Such irreparable injury to the Courts, to Armstrong, to litigants and the public compel the earliest possible determination.

Scientology claims that Armstrong has violated the preliminary injunction by providing aid to potential litigants pursuing claims against it which caused it to seek to enforce the injunction by contempt. Judge Diane Wayne, the judge to whom the Order to Show Cause re Contempt was assigned for hearing, refused to do this. She stated,

"THE COURT: Gentlemen. This case is on appeal?

MR. GREENE: Yes.

THE COURT: It seems to me to be ridiculous to hold this hearing prior to a determination whether or not this is a valid order. I mean I have some serious questions about the validity of the order. And I'm not prepared to waste my time if it's going to be heard and apparently it's going to be heard very soon [in the Court of Appeal]. . . .

THE COURT: I mean it just seems like an inordinant waste of our time."

(Exhibit A, Reporter's Transcript of Proceedings, March 5, 1993, at pp. 1-2.)

Scientology's claim that Armstrong is constantly defying the injunction is inflammatory and intended to improperly prejudice this Court against fairly considering the merits of Armstrong's appeal.

Worse yet, it is false.

Scientology originally led Armstrong to believe that routine clerical acts that could be performed by anyone, even if on a Scientology case, would not be violations of the injunction. Then it turned around and on a contempt application asked the trial court to jail Armstrong (Exhibit B, Order to Show Cause re

Contempt B, at p. 13:18-19)) for contempt because he relied on Scientology's statements to the court, counsel and Armstrong himself.

Scientology's deception and manipulation started with Judge Sohigian. At the May 27, 1992 hearing on its preliminary injunction motion, Scientology argued that Armstrong had violated the settlement agreement in two ways.

One, he had executed substantive declarations in violation of Paragraph 7-H. (Appendix, Transcript, May 26, 1992, at pp. 1605:26-1606:22, 1637:15-1638:13, 1641:13-27.)

Two, he worked as a paralegal for Ford Greene in violation of Paragraph 7-G. (Appendix at p. 1638:18-27)

As to the latter manner of alleged violation, Scientology agreed there had to be a "nexus between Armstrong's behavior on the one hand and something having to do with information that he ha[d] because of his affiliation with [Scientology] on the other hand[.]" (Appendix, p. 1641:28-1643:25.) Indeed, the discussion regarding Paragraph 7-G between Judge Sohigian and Scientology counsel regarding "some reasonable construction of the contract" (Appendix, p. 1641:11) proceeded as follows:

THE COURT: . . . what we're trying to do is we're trying to construe the agreement reasonably so that we know what it means to quote "voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations" and so forth, end quote. Voluntary assistance or cooperation doesn't mean voluntary assistance or cooperation which doesn't trade on some special talent or skill Mr. Armstrong has . . .

MR. WILSON: Obviously not. I mean, obviously the intent of the agreement was that there had to be some connection between what Armstrong was doing and what he had

previously been involved with with the organization.

(Appendix, p. 1643:5-25.)

On May 28, 1992 Judge Sohigian tracked the above quoted discussion and issued the following preliminary injunction:

Defendant Gerald Armstrong, his agents, and persons acting in concert or conspiracy with him (excluding attorneys at law who are not said defendant's agents or retained by him) are restrained and enjoined during the pendency of this suit pending further order of court from doing directly or indirectly any of the following:

Voluntarily assisting any person (not a governmental organ or entity) intending to make, intending to press, intending to arbitrate, or intending to litigate a claim against the persons referred to in sec. 1 of the "Mutual Release of All Claims and Settlement Agreement" of December, 1986 regarding such claim or regarding pressing, arbitrating, or litigating it.

Voluntarily assisting any person (not a governmental organ or entity) arbitrating or litigating a claim against the persons referred to in sec 1 of the "Mutual Release of All Claims and Settlement Agreement" of December, 1986.

The court does not intend by the foregoing to prohibit defendant Armstrong from : (a) being reasonably available for the service of subpoenas on him; (b) accepting service of subpoenas on him without physical resistance, obstructive tactics, or flight; (c) testifying fully and fairly in response to properly put questions either in deposition, at trial, or in other legal or arbitration proceedings; (d) properly reporting or disclosing to authorities criminal conduct of the persons referred to in sec. 1 of the "Mutual Release of All Claims and Settlement Agreement" of December, 1986; or (e) engaging in gainful employment rendering clerical or paralegal services not contrary to the terms and conditions of this order."

(Appendix, p. 1715.)

During the course of the July 22, 1992, session of Mr. Armstrong's deposition, and congruent with his above-quoted, on-the-record comments to Judge Sohigian, Mr. Wilson advised Armstrong that the performance of routine clerical and paralegal

duties were not considered to be violations of a reasonable reading of the injunction. (See, Exhibit C, at pp. 190:2-191:15, 197:3-198:10, 199:19-200:6)

Thereafter, Scientology turned around and took the opposite position through its Scientologist counsel, Laurie J. Bartilson, that the very activities which it formerly stated not to be violations of the injunction, were now considered to be violations. Now, based upon the same distortions, Scientology is telling this Court that an expedited hearing is required. Thus, for the integrity of the record, it is necessary to state the true facts.

Based upon Ms. Bartilson's charging declaration, Scientology accused Armstrong of eight violations in its application for an Order to Show Cause re Contempt. They were:

1. Armstrong's alleged statement that no court would order enforcement of the entire settlement agreement and that he could not honor the entire settlement agreement. (quoted at p. 3 of Scientology's instant motion and found at Exhibit D hereto, Bartilson Decl. in Support of OSC re Contempt at ¶ 4.) ^{1/}
2. Armstrong allegedly notifying Los Angeles Times reporter Robert Welkos of the issuance of the preliminary injunction. (Ex. D, at ¶ 5.)
3. Armstrong allegedly requesting a fax of a ruling in Aznaran v. Church of Scientology; (Ex. D, at ¶ 9)
4. Armstrong allegedly executing two proofs of service in Aznaran. (Ex. D, at ¶ 11.)

¹ The Court should note that Armstrong's statement is literally true. Compare the provision of Paragraph 7-H requiring avoidance of subpoenas to testify (Appendix, pp. 81-82) with Paragraphs 6(a)-(d) of the preliminary injunction. (Appendix, at pp. 1715.)

5. Armstrong allegedly broadly discussing with the Aznarans matters relating to their case against Scientology, assisted in the relay of communications between the Aznarans and Ford Greene, and provided assistance to claimants Tillie Good, Denise Cantin and Ed Roberts. (Ex. D, at ¶ 12.)
6. Armstrong allegedly writing and mailing a letter to Laurie J. Bartilson demanding settlement of his case and others. (Ex. D, at ¶ 13.)
7. Armstrong allegedly mailing copies of his letter to 35 individuals including anti-Scientology litigants and attorneys Vicki and Richard Aznaran, Larry Wollersheim, Joseph Yanny, Toby Plevin, John Elstead and Dan Leipold. (Ex. D, at ¶ 14.)
8. Armstrong allegedly being videotaped by Jerry Whitfield whom Scientology is suing through one of its staff members. (Ex. D, at ¶¶ 21-22.)

The reasons that Scientology's "facts" in support of the order to show cause re contempt were spurious were as follows:

1. Armstrong is correct. No Court would order him to comply with the terms of the settlement agreement. Judge Sohigian did not.

2. The injunction did not prohibit Armstrong from talking to the press. Indeed, Scientology did not even seek such an order. (Appendix, pp. 1-18.)

- 3, 4 & 5. Scientology has represented to the Court, counsel and Armstrong that the performance of routine clerical assistance on Scientology cases did not violate the settlement agreement and thus to claim otherwise violated the principles of judicial estoppel. Ng v. Hudson (1977) 75 Cal.App.3d 250, 258, 142 CR 69; Coleman v. Southern Pacific Company (1956) 141 Cal.App.2d 121, 296 P.2d 386, 391. The routine clerical tasks

which Scientology claimed were violations of the injunction were signing a proof of service, sending a fax and transferring telephone calls from clients to his employer.

6 & 7. Sending a settlement demand to Scientology counsel was protected by the litigant's privilege. The letter is privileged within the meaning of Civil Code § 47 (b)(2); Silberg v. Anderson (1990) 50 Cal.3d 205, 211-12, 266 Cal.Rptr. 638; Profile Structures, Inc. v. Long Beach Building Material Company (1986) 181 Cal.App.3d 437, 441-43, 226 Cal.Rptr. 192; Long v. Pinto (1981) 126 Cal.App.3d 946, 948-49, 179 Cal.Rptr. 185.

8. Since Scientology is suing Jerry Whitfield, he is a private defendant adverse litigant whom the injunction does not prevent Armstrong from assisting.

Thus, as to Facts Nos. 3-5, after initially having lulled Armstrong into the reasonable belief that the duties he performed in the course of his employment by Mr. Greene were not violations of the injunction, Scientology took the position that such duties did violate the injunction. The very use of the injunction in this fashion establishes its essential ambiguity is fatal vagueness. (Appellant's Opening Brief at pp. 29-31)

Although Judge Wayne had "some serious questions about the validity of the order" such that she refused to proceed on the contempt order to show cause obtained by Scientology based on Armstrong's alleged violations of the injunction, Scientology is using the same arguments herein in an effort to inflame the Court with prejudice and passion against Armstrong.

Finally, although Scientology makes reference to a letter written by Armstrong to Ms. Bartilson on May 3, 1993, it failed to attach a copy of said letter to its motion. The Court should note that Armstrong's letter was provoked by Bartilson's improper ex parte communication ²/ directed specifically to Armstrong despite the fact that she was aware that Armstrong was and is represented by the undersigned counsel. Bartilson's letter is attached hereto as Exhibit E and Armstrong's response as Exhibit F. The very fact that a radio show wanted Armstrong to discuss his Scientology experiences before the public testifies to the value of Armstrong's knowledge in a first amendment, public educational sense. (See Appellant's Opening Brief at pp. 24-26)

Therefore, in order to prevent Scientology's further exploitation of its illegal settlement contract and abuse of Judge Sohigian's questionable order based thereon, as well as for the reasons stated in appellant's briefs before the Court, Gerald Armstrong joins in Scientology's request for an expedited hearing schedule.

In contrast to Scientology, however, Mr. Armstrong requests that the Court consider the uses to which Scientology has put the ambiguities intrinsic in Judge Sohigian's Order, as well as the overbreadth and vagueness of its illegal settlement agreement.

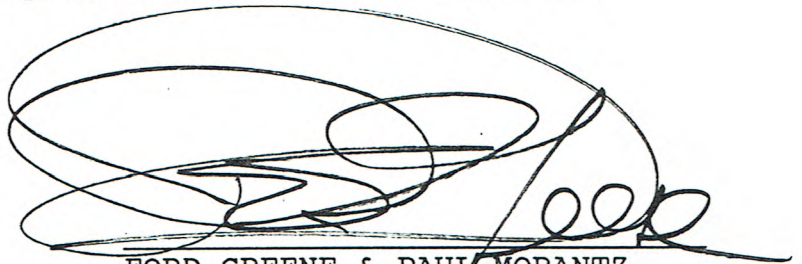
² This communication was in contravention of Rules of Professional Responsibility, Rule 2-100 which states, in part: "(A) While representing a client, a member shall not communicate directly or indirectly about the subject of the representation with a party the members knows to be represented by another lawyer in the matter, unless the member has the consent of the other lawyer."

To wit: (1) utilizing one construction of the injunction to trick Armstrong into one course of conduct, and another construction of the injunction regarding the same course of conduct in an attempt to jail him; (2) stating that the injunction covers activities which are beyond its scope; and seeking to suppress information clearly of public interest in the First Amendment sense.

CONCLUSION

Appellant Armstrong concurs that the Court should schedule hearing in this case, on an expedited basis, at its earliest possible convenience.

DATED: May 26, 1993

A large, stylized handwritten signature in black ink, appearing to be "FG & PM", is written over a horizontal line.

FORD GREENE & PAUL MORANTZ
Attorneys for Appellant
GERALD ARMSTRONG

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DEPARTMENT NO. 86
HON. DIANE WAYNE, JUDGE

CHURCH OF SCIENTOLOGY,)
)
Plaintiff,)
)
vs.) NO. BC 052 395
)
GERALD ARMSTRONG, et al.,)
)
Defendants.)
_____)

TRANSCRIPT OF PROCEEDINGS
March 5, 1993

APPEARANCES:
(See appearance page.)

COPY

COURT MONITOR: E. VELASCO
TRANSCRIPTION BY: FOX TRANSCRIPTIONS

1 APPEARANCES:

2 For Plaintiff:

3 ANDREW WILSON
4 Attorney-at-Law
5 Suite 450
6 235 Montgomery
7 San Francisco, CA 94104
8 (415) 391-3900

9 BOWLES & MOXON
10 BY: LAURIE J. BARTILSON
11 Suite 2000
12 6255 Sunset Boulevard
13 Hollywood, CA 90028
14 (213) 661-4030

15 For Defendants:

16 HUB LAW OFFICES
17 BY: FORD GREENE
18 711 Sir Francis Drake Boulevard
19 San Anselmo, CA 94960
20 (415) 258-0360

21 PAUL MORANTZ
22 Attorney-at-Law
23 P. O. Box 511
24 Pacific Palisades, CA 90272
25 (310) 459-4745
26
27
28

1 LOS ANGELES, CALIFORNIA, FRIDAY, MARCH 5, 1993, A.M.

2 DEPARTMENT NO. 86

HON. DIANE WAYNE, JUDGE

3
4 THE COURT: Church of Scientology versus Armstrong.

5 MR. WILSON: Good morning, Your Honor.

6 Andrew Wilson and Laurie Bartilson appearing on
7 behalf of the plaintiff, Church of Scientology.

8 MR. GREENE: Good morning, Your Honor.

9 Ford Greene and Paul Morantz on behalf of Gerald
10 Armstrong, who is sitting at the end of counsel table.

11 MR. WILSON: Your Honor, before we begin I'd like to
12 ask the court's permission to have Mr. Michael Hertzberg sit
13 at counsel table with me. He's not counsel in this action.
14 He's a New York attorney who represented my client in the
15 previous Armstrong action on the appeal.

16 THE COURT: It won't be necessary because we're not
17 going to go very far.

18 Gentlemen, let me ask -- I'm sorry.

19 MR. WILSON: Okay.

20 THE COURT: This case is on appeal?

21 MR. WILSON: Yes.

22 THE COURT: And it just seems to me -- you're the
23 moving party?

24 MR. WILSON: That's correct.

25 THE COURT: It seems to me ridiculous to hold this
26 hearing prior to a determination whether or not this is a
27 valid order. I mean, I have some serious questions about the
28 validity of the order. And I'm not prepared to waste my

1 time, if it's going to be heard. And apparently it's going
2 to be heard very soon, because the briefs have already been
3 filed and one is left to be filed; is that correct?

4 MR. GREENE: Actually, Your Honor, the respondent's
5 brief is due. Scientology's brief is due on March 22nd.

6 THE COURT: The respondent being the moving party here?

7 MR. GREENE: Being the moving party here and the
8 plaintiff in the action. And, as we noted in a footnote in
9 our papers and we were going to call the court's attention to
10 that fact again this morning.

11 THE COURT: It just seems like an inordinate waste of
12 our time.

13 MR. WILSON: May I address that point?

14 THE COURT: Sure. You can address, but --

15 MR. WILSON: And I will attempt to convince you.

16 THE COURT: You're not. Especially after seeing all
17 the papers you filed.

18 MR. WILSON: The point here is not whether
19 Judge Sohigian made an error.

20 THE COURT: No, no. I absolutely agree and I would not
21 relitigate the validity of the order and I'm not going to
22 relitigate that. And I think you're absolutely right. But
23 it does have to be a valid order.

24 Now, I don't know how broadly or narrowly you
25 find that but I think that it's stupid for me to waste my
26 time, your time, deciding whether or not Mr. Armstrong is in
27 actual contempt of an order that may be set aside.

28 MR. WILSON: I agree it would not be a good use of your

1 time.

2 THE COURT: Well, I don't mean that my time is so
3 valuable. I don't mean it in that sense.

4 MR. WILSON: It would not be a good use of judicial
5 time, but I don't believe that any of the issues --

6 THE COURT: That's not my personal time that I'm
7 talking about.

8 MR. WILSON: I don't believe that any of the issues
9 that are going to be addressed on appeal will solve the
10 problem of whether Mr. Armstrong should be held in contempt
11 for this very simple reason:

12 The cases say that the only excuse that
13 Mr. Armstrong could have for violating this court's order
14 would be if the court did not have jurisdiction. And the
15 cases talk about what that jurisdiction is and it's either
16 personal jurisdiction and subject matter jurisdiction.

17 There's no question that Judge Sohigian had
18 jurisdiction to issue this order. Mr. Greene tries to
19 bootstrap his arguments, which are essentially arguments that
20 Judge Sohigian's order was wrong, into arguments that
21 Judge Sohigian did not have jurisdiction.

22 But if you look at the cases that we've cited --
23 and I think this is a very important point -- particularly
24 the Walker v. City of Birmingham case, where in that case
25 there was an injunction issued against people marching, a
26 Civil Rights march, that involved the infamous Bull Connor,
27 who didn't give them a permit. A court enjoined them; they
28 violated the injunction and it went all the way up to the

1 Supreme Court.

2 And the Supreme Court said it doesn't matter this
3 ordinance was unconstitutional; it doesn't matter whether
4 your rights of free speech were violated. What matters is
5 you cannot disobey the order of the court.

6 And in the Walker case the Supreme Court made a
7 statement, and I'd like to read it to you briefly. And the
8 court said, "Without question, the state court that issued
9 the injunction had, as a court of equity, jurisdiction over
10 the petitioners and over the subject matter of the
11 controversy. And this is not a case where the injunction was
12 transparently invalid or had only a frivolous pretense to
13 validity.

14 We have consistently recognized the strong
15 interest of state and local governments in regulating the use
16 of their streets and other public places."

17 I submit to the court that the interest here that
18 the court has in making sure its orders are obeyed is at
19 least as strong as the interest of the State in Walker in
20 regulating its streets and public ways.

21 What's going on here is not that Mr. Armstrong is
22 involved in this hearing against the Church of Scientology.
23 This is a case of Mr. Armstrong against this court. There is
24 an order of this court and he violated it. That's what's
25 relevant here and there's no issue before the appellate court
26 that's going to resolve that.

27 THE COURT: On, but I think there is. And that's
28 whether or not this is an order --

1 I'll tell you, when I first looked at this order,
2 I thought the order was clear until I then read part of the
3 transcript. Then it became unclear to me. And I think that
4 is in front of the appellate court, whether or not this is an
5 order capable of being followed, because Judge Sohigian's
6 comments that at least it confused me a little bit.

7 So I do think that issue is there and I'm going
8 to put this matter over until I think that will be decided
9 without prejudice to anybody's rights and I would suggest
10 that you return in June. I think that would give us
11 sufficient time.

12 Your Honor, my concern -- and I know this is not
13 before the court, but my concern is that Mr. Armstrong has
14 stated in deposition -- you've probably seen that
15 statement -- he's not going to obey this agreement no matter
16 what a court says.

17 We have put forth numerous instances in which we
18 believe he is --

19 THE COURT: If that's a valid order, each time he
20 disobeys it, he faces five days in jail. I take contempt
21 very seriously. And, I mean, I don't treat it lightly and he
22 just does it at his peril.

23 MR. WILSON: Thank you.

24 THE COURT: All right. Let's pick a date in June. Why
25 don't we make it June 1st.

26 MR. WILSON: May I be able to look at my calendar?

27 THE COURT: Sure.

28 MR. GREENE: These proceedings are being electronically

1 recorded; right, Judge? Could we get a transcript.

2 THE COURT: Yes.

3 MR. GREENE: Thank you, Your Honor.

4 MS. BARTILSON: Your Honor, the case is scheduled for
5 trial May 3rd. Judge Horowitz found no problem with going
6 forward on the trial of this case, despite the appeal. And
7 essentially the message that I hear Mr. Armstrong being told
8 is you do the contempt at your peril, but by filing an
9 appeal, no matter how frivolous, you can avoid an order of
10 the court.

11 THE COURT: You know what? I don't try to interrupt
12 you, so try not to interrupt me. All right.

13 MS. BARTILSON: I'm sorry. I apologize, Your Honor.

14 THE COURT: Is June 1st all right?

15 MR. GREENE: For me it's not, Your Honor. I have a
16 conflict and maybe I can change that conflict, so I'll try.

17 THE COURT: June 1st. Is that all right for you?

18 MR. WILSON: Yes, it is, Your Honor.

19 THE COURT: We'll see you back here June 1st.

20 Mr. Armstrong, you are ordered to return on
21 June 1st at 9:30.

22 MR. GREENE: Thank you, Your Honor.

23
24 (Proceedings concluded.)
25
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEPARTMENT NO. 86

HON. DIANE WAYNE, JUDGE

CHURCH OF SCIENTOLOGY,

Plaintiff,

vs.

GERALD ARMSTRONG, et al.,

Defendants.

NO. BC 052 395

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

ss.

I, MARIE FOX, a duly designated transcriber, do hereby declare and certify under penalty of perjury that I have caused to be transcribed the portion of tape 1 which was duly recorded in the Superior Court of the State of California, County of Los Angeles, Department 86, on the 5th day of March, 1993, in the above-mentioned case, and that the foregoing 6 pages comprise a true and correct, accurate transcription of the aforementioned tape.

Dated this 19th day of March, 1993.

Marie Fox COPY

Transcriber

1 Andrew H. Wilson
2 WILSON, RYAN & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, California 94104
6 (415) 391-3900

7 Laurie J. Bartilson
8 BOWLES & MOXON
9 6255 Sunset Boulevard, Suite 2000
10 Hollywood, CA 90028
11 (213) 661-4030

12 Attorneys for Plaintiff
13 CHURCH OF SCIENTOLOGY
14 INTERNATIONAL

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HUB LAW OFFICES

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF LOS ANGELES

17 CHURCH OF SCIENTOLOGY
18 INTERNATIONAL, a California not-
19 for-profit religious corporation,

20 Plaintiff,

21 vs.

22 GERALD ARMSTRONG; DOES 1 through
23 25, inclusive,

24 Defendants.

) CASE NO. BC 052395

) EX PARTE APPLICATION FOR
) ORDER TO SHOW CAUSE WHY
) GERALD ARMSTRONG SHOULD NOT
) BE HELD IN CONTEMPT;
) MEMORANDUM OF POINTS AND
) AUTHORITIES; DECLARATIONS
) OF LAURIE BARTILSON AND
) KENDRICK L. MOXON AND
) SUPPORTING EXHIBITS

) DATE: December 31, 1992

) TIME: 1:30 p.m.

) DEPT: 88

) DISCOVERY CUT-OFF: None

) MOTION CUT-OFF: None

) TRIAL DATE: May 3, 1992

25 TO DEFENDANT AND GERALD ARMSTRONG AND HIS COUNSEL OF RECORD:

26 Notice is hereby given that on December 31, 1992 at 1:30
27 p.m., or as soon thereafter as the matter may be heard, in
28 Department 88 of the above-entitled court, located at 111 North
Hill Street, Los Angeles, California 90012, plaintiff Church of
Scientology International ("Church") will move for an order from

1 this Court directing defendant Gerald Armstrong ("Armstrong") to
2 appear and to show cause why he should not be held in contempt of
3 this Court and criminally sanctioned for such contempt. This
4 application is made on the ground that Armstrong has knowingly
5 violated this Court's May 28, 1992 preliminary injunction order
6 by voluntarily assisting at least six persons litigating or
7 otherwise pursuing claims against the Church, affiliated Churches
8 of Scientology and/or Church staff. All of the targeted Churches
9 of Scientology and staff are included within the group of
10 protected persons referenced in the May 28, 1992 Order. The six
11 persons who Armstrong has admittedly assisted since May 28, 1992
12 include Richard and Vicki Aznaran. Armstrong's earlier
13 assistance to the Aznarans was central to the Church's successful
14 preliminary injunction motion in this case.

15 While the Church has attempted to obtain, informally,
16 Armstrong's compliance with this Court's May 28, 1992 Order
17 during the past six months, such efforts have been repeatedly
18 rebuffed by Armstrong. As such, the Church comes to no
19 alternative but to submit this application. Coupled with his
20 post-May 28, 1992 pronouncements that he has no intention of
21 complying with any such order of the Court, Armstrong is clearly
22 flaunting the authority of this Court in a manner that should be
23 criminally sanctioned by fine and/or imprisonment under Code of
24 Civil Procedure § 1218. If this Court does enter a finding of
25 such contempt pursuant to Code of Civil Procedure § 1209, et
26 seq., the Church submits that Armstrong's actions also warrant
27 referral to the District Attorney for misdemeanor prosecution
28 under Penal Code § 166(4).

1 Defendant Armstrong has been notified of this Application
2 pursuant to Law and Discovery Policy Manual Para. 261, et seq.
3 [Declaration of Kendrick L. Moxon.]

4 This application is based upon the attached memorandum of
5 points and authorities, the attached Declaration of Laurie
6 Bartilson and other supporting exhibits, the pleadings and
7 records on file in this case and such further evidence and
8 argument as may be allowed at the hearing on this application.

9 Dated: December 31, 1992

Respectfully submitted,

10 Andrew H. Wilson
11 WILSON, RYAN & CAMPILONGO

12 BOWLES & MOXON

13 By: 
14 Laurie J. Bartilson

15 ATTORNEYS FOR PLAINTIFF
16 CHURCH OF SCIENTOLOGY
17 INTERNATIONAL
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II.

FACTUAL STATEMENT

A. The May 28 Order and Armstrong's Sworn
Intention to Disregard It

The May 28 Order clearly states its prohibitions against Armstrong's voluntary assistance of claimants adverse to the Church:

Defendant Gerald Armstrong, his agents, and persons acting in concert or conspiracy with him (excluding attorneys at law who are not said defendant's agents or retained by him) are restrained and enjoined during the pendency of this suit pending further order of this court from doing directly or indirectly any of the following:

Voluntarily assisting any person (not a governmental organ or entity) intending to make, intending to press, intending to arbitrate, or intending to litigate a claim against the persons referred to in sec. 1. of the "Mutual Release of All Claims and Settlement Agreement" of December 1986 regarding such claim or regarding pressing, arbitrating or litigating it.

Voluntarily assisting any person (not a governmental organ or entity) arbitrating or litigating a claim against the persons referred to in sec. 1 of the "Mutual Release of All Claims and Settlement Agreement" of December, 1986.

[Exhibit A, May 28 Order, p. 2, ¶ 6.] These particular prohibitions against Armstrong voluntarily assisting litigants and other claimants were based on paragraph 7G of the December, 1986 "Mutual Release of All Claims and Settlement Agreement" ("Settlement Agreement") referenced in the Order,¹ which this

¹ Paragraph 7G of the Settlement Agreement states:

G. Plaintiff [Armstrong] agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above. Plaintiff also agrees that he will not cooperate in any manner with any organization aligned against Scientology. [Exhibit B, Settlement Agreement.]

1 Court found the Church held a reasonable probability of enforcing
2 after trial. [Id., p. 1, ¶ 3.²]

3 Less than a month after the May 28 Order was issued,
4 Armstrong asserted under oath in deposition that he would not
5 honor its terms:³

6
7 ² As to the persons protected by this prohibition against
8 assistance of adversaries, paragraph 1 of the Settlement
9 Agreement states, in relevant part: ". . .the officers, agents,
10 representative employees, volunteers, directors, successors,
11 assigns, and legal counsel of [Church of Scientology
12 International] as well as the Church of Scientology California,
13 its officers, agents, representatives, employees, volunteers,
14 directors, successors, assigned and legal counsel; Religious
Technology Center, its officers, agents, representatives,
employees, volunteers, directors, successors, assigns and legal
counsel; all Scientology and Scientology affiliated organizations
and entities and their officers, agents, representatives,
employees, volunteers, directors, successors, assigns and legal
counsel; L. Ron Hubbard, his heirs, beneficiaries, Estate and its
executor; Author's Family Trust, its beneficiaries and its
trustee; and Mary Sue Hubbard ..."

15 ³ Armstrong's intentional disregard for the court's orders
16 in this case was also demonstrated by his actions subsequent to
17 the March 5, 1992 issuance the temporary restraining order by
18 Judge Dufficy of the Marin County Superior Court ("Armstrong
19 TRO"). As the court's record shows, the Armstrong TRO restrained
20 him, inter alia, from disclosing his experiences to third par-
21 ties, including the press, as well as from assisting actual and
22 prospective anti-Church litigants. However, through the March 12,
23 1992 deposition testimony in the matter of Hunziker, et al. v.
24 Applied Materials, et al., Santa Clara County Superior Court No.
25 692629, Armstrong revealed that he was actively assisting the
26 plaintiffs in that case in violation of the Armstrong TRO with
27 negative materials on Scientology [Exhibit C, March 12 deposition
28 of Gerald Armstrong in Hunziker, pp. 254-256, 323-330] and, in
his October 7, 1992 deposition in the instant case, admitted that
he had: (a) had discussions with Time Magazine reporter Richard
Behar regarding the latter's litigation against the Church in the
matter of Church of Scientology International v. Time Warner,
Inc., Richard Behar, et al., U.S. District Court, Southern
District of New York, No. 92 Civ. 3024(PKL); and (b) participated
in the issuance of a press release critical of the Church and the
Armstrong TRO on March 19, 1992. [Exhibit D, October 7, 1992
Deposition of Gerald Armstrong, pp. 338-339, 386-387; Exhibit E,
press release.] As this Court's record also shows, on March 27,
1992, Judge Dufficy extended the Armstrong TRO to May 11, 1992.
Nevertheless, Armstrong continued to violate that restraining
(continued...)

1 I have absolutely no intention of honoring that
2 settlement agreement. I cannot. I cannot logically. I
3 cannot ethically. I cannot morally. I cannot
4 psychically. I cannot philosophically. I cannot
5 spiritually. I cannot in any way. And it is firmly my
6 intention to not honor it.

7 Q. No matter what a court says?

8 A. No court can order it. They're going to have
9 to kill me.

10 [Exhibit F, June 24, 1992 deposition of Gerald Armstrong, p. 124;
11 Declaration of Laurie J. Bartilson, ¶ 4.⁴]

12 Armstrong's intention to ignore the May 28 Order was
13 reiterated in a letter sent by Armstrong to plaintiff's counsel,
14 dated December 22, 1992. [Exhibit G.] In that letter, which is
15 copied to his own attorneys but not sent by them,⁵ Armstrong
16 threatens that, if he is not paid \$500,000 and this lawsuit
17 dismissed, he intends to travel voluntarily to South Africa to
18 testify against a church of Scientology, give interviews to the
19 media, and voluntarily assist anyone and everyone opposing
20 Churches that he can locate. [*Id.*, pp. 3, 4, 6, 7, 8.] Expressing

21 ³(...continued)
22 order, conducting post-extension hearing interviews with the
23 press on March 27, 1992 (Don Knapp of CNN), in April, 1992
24 (William Horne of American Lawyer Magazine) and, possibly, with
25 Behar. [Exhibit D, Armstrong Deposition, pp. 342-344, 348-355,
26 386-387.]

27 ⁴ Similarly, Armstrong has confirmed that he indicated to
28 Los Angeles Times reporter Robert Welkos his, Armstrong's,
intention not to comply with the May 28 Order. [Exhibit D,
October 7, 1992 Armstrong Deposition, pp. 378-379; Declaration of
Laurie J. Bartilson, ¶ 5.]

⁵ In what can only be described as deliberate harassment,
Armstrong also sent copies of the letter to 35 individuals and
groups, including anti-Church litigants, such as Vicki and
Richard Aznaran, Larry Wollersheim and Joseph Yanny, and lawyers
who represent clients in actions brought against one of more
churches, including Toby Plevin, John Elstead, and Dan Leipold.

1 the viewpoint that the May 28 Order places no restrictions
2 whatsoever on his conduct, Armstrong states:

3 I consider myself free to do anything anyone can,
4 except testify absent a subpoena. Much of what I am
permitted to do I am going to do. . . .

5 I will continue to associate with and befriend all
6 those people I consider you attack unjustly and
7 senselessly. I will make my knowledge and support
8 available to the Cult Awareness Network, a group of
9 people of good will you vilify, in all the litigation
you have fomented against them. . . . I will even
make my knowledge and support available to entities
like Time and people like Rich Behar in their defenses
from your attacks.⁷

10 [Exhibit G, p. 3.] In that same letter, Armstrong makes plain
11 the personal contempt which he has for a Court which would rule
12 against him:

13 There is also, as mentioned above, the fact that
14 in order to defend myself from your attacks and to fund
15 the defense of the litigation you have fomented I must
16 speak and must publish. I'm sure you understand that I
17 remain completely confident that no court, other than
the odd one your mercenaries are able to compromise
with bucks, babes or bull, will order me not to defend
myself.

18 [Id. p. 5].

19 B. Armstrong's Contemptuous Violation of
20 The May 28 Order

21 Since the May 28 Order, Armstrong has defiantly aided at

22 ⁶ The Cult Awareness Network is an anti-religious group that
23 advocates the kidnapping and forcible "deprogramming" of
24 individuals belonging to religions which they have identified as
25 "cults." While the Church is not presently suing the Cult
26 Awareness Network in any litigation, the president of the Cult
Awareness Network, Cynthia Kisser, has initiated an action
against the Church and its president, Heber Jentzsch. [Bartilson
Dec., ¶ 17.]

27 ⁷ Behar is the author of a Time cover story concerning the
28 Church which ran in May, 1991. The Church is presently engaged
in a lawsuit against Time and Behar for defamation. [Bartilson
Dec., ¶ 18]

1 least six claimants and litigants that fall within the above
2 quoted prohibitions. That provision of voluntary assistance has
3 included the following:

4 1. Vicki and Richard Aznaran

5 As initially raised in the Church's February 4, 1992
6 preliminary injunction motion in this case, Armstrong continues
7 to be employed as a paralegal at the law offices of his counsel
8 Ford Greene. [Exhibit H, July 22, 1992 Deposition of Gerald
9 Armstrong, pp. 186-189; Bartilson Dec., ¶ 6]; see also, February
10 4, 1992 Memorandum of Points and Authorities in Support of
11 Plaintiff's Motion for Preliminary Injunction for Breach of
12 Contract ("Injunction Memorandum"), pp. 2-3.

13 A central point raised in the Church's Injunction Memorandum
14 was Armstrong's assistance via Ford Greene to anti-Church
15 litigants Richard and Vicki Aznaran. Id. It came to Church
16 counsel's attention in early July, 1992 that Mr. Greene, after a
17 hiatus, was again representing the Aznarans in the matter of
18 Vicki Aznaran and Richard Aznaran v. Church of Scientology
19 International, et al., U.S. District Court, Central District of
20 California No. CV-88-1786-JMI(Ex). Consequently, a letter was
21 sent on July 7, 1992 seeking Armstrong's and Greene's undertaking
22 that Armstrong would not violate the May 28 Order by Armstrong's
23 assistance in the Aznarans' case. [Exhibit I, July 7, 1992
24 Bartilson letter; Bartilson Dec., ¶ 7.] In a July 11, 1992
25 response, Mr. Greene declined to make any such assurances.

[Exhibit J, July 11, 1992 Greene letter; Bartilson Dec., ¶ 8.⁸] However, as Greene's paralegal, Armstrong has, since Greene's July 11 letter, admitted to "broadly discussing" with the Aznarans matters concerning their case against the Church and has assisted in the relay of communications between the Aznarans and Greene. [Exhibit D, October 8 Armstrong Deposition, pp. 448-451.] [See also, Exhibit K, July 18, 1992 Bartilson letter documenting Armstrong's direct contact relating to the Aznaran case and requesting again that he cease and desist; Exhibit L, July 30, 1992 proofs of service executed by Armstrong in the Aznaran case; Bartilson Dec., ¶¶ 8-11.] While his counsel has raised work product and attorney-client communications objections to disclosing the content of Armstrong's communications with the Aznarans [see footnote 7 and Exhibit D, pp. 448-451; Exhibit J, Greene's July 11, 1992 letter], Armstrong's admissions of assistance are ample evidence of his knowing violation of the May 28 Order.

2. Tillie Good, Denise Cantin and Ed Roberts

Moreover, Armstrong has admitted providing assistance through Greene to three other potential litigants pursuing claims against Church entities that fall within the scope of the May 28

⁸ Mr. Greene's letter was an early indication of the manner in which he and Armstrong would attempt to avoid compliance with the May 28 Order, first disingenuously labelling it "somewhat cryptic and difficult to enforce" and then claiming that confirmation of whether or not Armstrong was violating that order as Greene's paralegal invaded Greene's clients' attorney work product and confidential communications privileges. Id. However, as shown by Armstrong's subsequent actions and admissions, there is no doubt that Armstrong has used his paralegal position in Mr. Greene's office to engage in repeated violations of the May 28 order.

1 Order: (a) Tillie Good; (b) Denise Cantin; and (c) Ed Roberts.
2 [Exhibit D, October 8 Armstrong Deposition, pp. 451-458;
3 Exhibit M, July 19, 1992 demand letter regarding Tillie Hanna
4 Good; Exhibit N, July 2, 1992 demand letter regarding Denise
5 Cantin; Exhibit O, September 4, 1992 demand letter regarding Ed
6 Roberts; Bartilson Dec., ¶ 12.] While Mr. Greene again
7 foreclosed inquiry into the specifics of Armstrong's assistance
8 in these cases [Exhibit C at 451-458], Armstrong did admit that
9 he had met with and interviewed Mr. Roberts concerning the
10 latter's Church dispute and has spoken with him some seven times
11 since then. [Id. at 455-457.]

12 Indeed, Armstrong's assistance to Mr. Roberts is apparently
13 independent of any assistance which Armstrong provides to Mr.
14 Greene. In his December 22 letter, Armstrong asserted that he
15 "is the only person in the world willing to help Mr. Roberts
16 against your organization." [Exhibit G, p. 7.] In that letter,
17 Armstrong includes the payment of an unspecified amount to Mr.
18 Roberts as a "condition" to the ending of Armstrong's campaign of
19 harassment against the Church. [Id. p. 6-7.]

20 As with his assistance to the Aznarans, Armstrong's work
21 with these three litigants violates the letter and intent of the
22 May 28 Order.

23 3. Jerry Whitfield

24 In addition, the Church has just learned that Armstrong
25 engaged in a lengthy videotaped interview on November 6, 1992
26 concerning his purported Church experiences with anti-Church
27 litigant Jerry Whitfield and others. [Exhibit P, transcript of
28 November 6, 1992 interview at convention of the Cult Awareness

1 Network; Exhibit Q, videotape thereof; Bartilson Dec., ¶ 21.]
2 Whitfield, a self-proclaimed "specialist" in the "deprogramming"
3 of Church of Scientology parishioners, is currently a defendant
4 in a false imprisonment and false arrest suit brought by Church
5 staff member Angel Casillas, Angel Casillas v. Jerry Whitfield,
6 Hanna Whitfield and Does 1-25, Los Angeles Municipal Court Case
7 No. 91K49349.

8 The November 6 interview -- in which Armstrong admits his
9 actions are in violation of the May 28 order⁹ -- demonstrates
10 conclusively that Armstrong knowingly has chosen to disregard and
11 flaunt the Preliminary Injunction issued by this Court. In
12 supplying Whitfield with a video tape for Whitfield's use in
13 forcible deprogrammings to force unwilling Scientologists to
14 renounce their faith and for possible use in the Casillas case,
15 Armstrong has once again directly and voluntarily supported an
16 adverse litigant to the Church. Indeed, the making of the video
17 tape by Armstrong at all is another deliberate violation or yet
18 another provision of the Settlement Agreement itself, as well as
19 a violation of the preliminary injunction. In Paragraph 6(D) of
20 the Agreement, Armstrong agreed, inter alia,

21 [N]ever to create or publish or attempt to publish,
22 and/or assist another to create for publication by

23 ⁹ While again proclaiming that he will never comply with the
24 order, Armstrong acknowledges that the interview itself is in
25 violation: "I cannot, except pursuant to a subpoena, assist
26 someone intending to file a claim or pressing a claim against the
27 organization. Now then we are appealing even that narrow ruling,
28 because that's unenforceable because if you construe that my ...
that this video could possibly indirectly help someone in the
future, I can't do this. And not only that but if you consider
that my existence indirectly or directly helps someone, then I'll
oblige to take my own life. In other words I must stop breath-
ing." Exhibit P, November 6 interview transcript, p. 31.

1 means of magazine, article, book or other similar form,
2 any writing or to broadcast of to assist another to
3 create, write, film or video tape or audio tape any
4 show, program or movie, or to grant interviews or
5 discuss with others, concerning their experiences with
6 the Church of Scientology, or concerning their personal
7 or indirectly acquired knowledge or information
8 concerning the Church of Scientology, L. Ron Hubbard or
9 any of the organizations, individuals and entities
10 listed in Paragraph 1 above. [Armstrong] further
11 agrees that he will maintain strict confidentiality and
12 silence with respect to his experiences with the Church
13 of Scientology and any knowledge or information he may
14 have concerning the Church of Scientology, L. Ron
15 Hubbard, or any of the organizations, individuals and
16 entities listed in Paragraph 1 above. . . .

17 Armstrong's production, with Whitfield, of a videotaped
18 interview which purports to discuss both his and Whitfield's
19 experiences with the Church, and which was created to be shown by
20 Whitfield to victims he hopes to "deprogram" from the Scientology
21 faith, despite the Agreement, despite the May 28 Order, and
22 despite repeated notice from counsel for plaintiff that plaintiff
23 intended to enforce both the Agreement and the May 28 Order
24 demonstrate most eloquently the contempt which Armstrong has for
25 the legal process, plaintiff's rights, and this Court. His
26 defiance is not accidental or a minor misstep: it is deliberate,
27 flagrant, defiant contempt. If ever a case cried out for the
28 issuance of an order to show cause, this is that case.

29 III.

30 DISCUSSION

31 The Church seeks an order to show cause why Armstrong should
32 not be held in criminal contempt of the May 28 Order.¹⁰ As

33 ¹⁰ The Church does not seek a civil contempt of the May 28
34 Order as coercive confinement would, at best, result in
35 Armstrong's "promise" not to violate that order, clearly a
36 meaningless act in light of Armstrong's demonstrable lack of
37 (continued...)

embodied in Code of Civil Procedure § 1209 et seq., the Court has the power to punish acts, such as Armstrong's, which impede and obstruct the discharge of its duties. See, Morelli v. Superior Court (1969) 1 Cal.3d 328, 333, 82 Cal.Rptr. 375 (criminal contempt proceedings arising out of a civil action are aimed at the vindication of the authority of the court).

Violations of court orders constitute contempt. This Court has inherent power to enforce execution of its equity decrees. Brown v. Brown (1971) 22 Cal.App.3d 82, 84, 99 Cal.Rptr. 311 (same). Moreover, Code of Civil Procedure § 1209(a) specifically provides, in relevant part:

[T]he following acts or omissions in respect to a court of justice, or proceedings therein, are contempts of the authority of the court:

. . .

5. Disobedience of any lawful . . . order . . . of the court.

See also, Reliable Enterprises, Inc. v. Superior Court (1984) 158 Cal.App.3d 604, 204 Cal.Rptr. 786 (criminal contempt adjudication for violation of preliminary injunction upheld); Pacific Telephone and Telegraph Co. v. Superior Court (1968) 265 Cal.App.2d 370, 72 Cal.Rptr. 177 (Section 1209 contempt proceedings are special proceedings, criminal in character and intended to implement the inherent power of the court to enforce its lawful orders); Vanderstok v. Bank of America (1972) 29 Cal.App.3d 731, 734, 105 Cal.Rptr. 699 (contempt proceeding is a proper process for enforcement of an injunction order).

¹⁰(...continued)
credibility on undertakings to honor his agreements.

1 In order to establish such an indirect contempt committed
2 out of the immediate presence of the court, the moving party must
3 demonstrate by sworn statement facts constituting the violation
4 of the court's order. Code of Civil Procedure § 1211. The
5 moving party's affidavit or declaration "need only make a prima*
6 facie showing of the elements of contempt. Those elements are
7 that the court made a lawful order; the person cited for contempt
8 had knowledge or notice of the order; and the person was able to
9 comply, yet willfully disobeyed the order." Crawford v.
10 W.C.A.B.. (1989) 213 Cal.App.3d 156, 169, 259 Cal.Rptr. 414, 422-
11 423.

12 The Church, through the accompanying declaration of Laurie
13 J. Bartilson, has met each of these requirements. Present at the
14 depositions in which Armstrong made the admissions specified in
15 Section II, supra, the recipient of the phone call and proofs of
16 service Armstrong effected in aid of the Aznaran's case, and the
17 recipient of Armstrong's December 22 letter, Ms. Bartilson
18 establishes through her declaration: (a) Issuance of the valid
19 May 28 Order; (b) Notice to Armstrong of the May 28 Order
20 (through notice to his attorneys, in the manner authorized by the
21 Court, on June 5, 1992) [Bartilson Dec., ¶ 3 and Exhibit S];
22 (c) Armstrong's knowledge of the May 28 Order (through his
23 statements that he was aware of but would never comply with such
24 order) [Bartilson Dec., ¶¶ 4, 5, 9, 10 and 13]; (d) Armstrong's
25 ability to have complied with such order (through his actions of
26 assistance to anti-Church litigants, Armstrong is just as able to
27 desist from such actions) [Bartilson Dec., ¶¶ 4, 5, 9, 11, 12 and
28 13]; and (e) Armstrong's willful disobedience of the subject

1 order (through his refusal to cease and desist from the
2 prohibited assistance after direct notice and demand by Church
3 counsel) [Bartilson Dec., ¶¶ 4, 5, 9, 11, 12, 13 and 14.]

4 Accordingly, Armstrong should be ordered to Show Cause why
5 he should not be held in criminal contempt of this Court, with
6 punishment in the form of fine not to exceed \$1,000.00 and jail
7 time not to exceed five days as this Court sees fit. Code of
8 Civil Procedure § 1218. The Court should exercise all of its
9 available powers to impress upon Armstrong that its orders mean
10 what they say and will be enforced, despite the intransigence of
11 an enjoined party. Indeed, incarceration is an unusually viable
12 vehicle for impressing upon Armstrong the import of his
13 obligations, inasmuch as Armstrong has publicly disavowed money
14 as a meaningful or valuable commodity. [Exhibit R.] Moreover,
15 with Armstrong expressing his "to the grave" defiance of the May
16 28 Order, the Church submits that upon a finding of contempt
17 under Code of Civil Procedure § 1209, et seq., referral to the
18 District Attorney for misdemeanor prosecution under Penal Code §
19 166(4) is also appropriate to address such a defiant, willful
20 challenge to the Court's authority.

21 IV.

22 CONCLUSION

23 For the foregoing reasons, plaintiff Church respectfully
24 requests that the Court order that Armstrong show cause why he
25 should not be held in contempt of court and why plaintiff Church

26 ///

27 ///

28 ///

1 should not be awarded its costs, including attorneys' fees, in
2 bringing this motion.

3 Dated: December 31, 1992

Respectfully submitted,

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

BOWLES & MOXON

By: 
Laurie J. Bartilson

ATTORNEYS FOR PLAINTIFF
CHURCH OF SCIENTOLOGY
INTERNATIONAL

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

--OOO--

CHURCH OF SCIENTOLOGY INTERNATIONAL,
a California not-for-profit religious
corporation,

COPY

Plaintiff,

vs.

No. BC 052395

GERALD ARMSTRONG; DOES 1 through 25,
inclusive,

Defendants.

RECEIVED

AUG 21 1992

HUB LAW OFFICES

DEPOSITION OF
GERALD ARMSTRONG

Wednesday, July 22, 1992

Volume II, Pages 179 - 293

REPORTED BY: KATHERINE NG, CSR NO. 6350

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MR. WILSON:

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--oOo--

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--oOo--

1 there haven't been any communications with the Aznerans.

2 Q. Okay. All right. When was the last time you
3 worked on the Azneran case as a paralegal?

4 A. Well, again, if by that you mean that because
5 I'm a paralegal I answered the phone when Vicky was
6 calling, am I working on the Azneran case as a paralegal?

7 If you say that that's not the case and that's
8 not the way you construe paralegal activity with regard
9 to a case, then I would say that it's quite some time
10 ago.

11 Q. That's how I do understand paralegal activity.
12 It's not just that you answer the phone.

13 A. So it's not just clerical duties that I would
14 do with any, any case?

15 Q. I will define it this way. If you answer the
16 phone because one of your duties is to answer the
17 telephone in the office, that is not a part of your
18 duties as a paralegal on the Azneran case.

19 But if you summarize a deposition, if you
20 prepare pleadings, if you file pleadings, it's a
21 paralegal duty. If you type pleadings, it's a paralegal
22 duty.

23 A. Right. None of those things.

24 Q. When you say "quite some time," can you give me
25 a little bit more specifics on that and how long has it

1 been since you have done any paralegal work on the case?

2 A. Boy, I think probably, I think probably
3 September '91.

4 Q. Okay. Of course paralegal duties would include
5 communications from the Aznerans. Except if the
6 communication was "have Mr. Greene call me," I wouldn't
7 consider that a paralegal duty. But if the communication
8 was anything substantive with regard to the case, I would
9 consider that a paralegal duty, so would that change your
10 answer? Since September of '91, have there been any
11 substantive communications about the case with the
12 Aznerans without revealing the communication?

13 MR. GREENE: That's fine. Go ahead and answer
14 it.

15 THE WITNESS: Okay, then the answer is no.

16 MR. WILSON: Q. Getting back to this
17 declaration, paragraph 3, and the sentence that goes from
18 line 27 onto line 1 through the end of the paragraph
19 which is on page 2 at line 2, you say, quote,

20 "In that declaration, I waived" -- and you
21 refer to a previous deposition -- "I
22 waived the attorney-client privilege
23 between Mr. Flynn and me only to our
24 conversations concerning the settlement,
25 and I reiterate that waiver at this

1 or months after it happened that you became aware of it?

2 A. Probably weeks.

3 Q. And you are aware now that Mr. Greene has again
4 been associated as associate of record in that case?

5 A. Right.

6 Q. And I take it you were aware of that fact
7 approximately at the time it happened?

8 A. Yes.

9 Q. And in the intervening period when Mr. Greene
10 was not counsel of record, I take it you did no work on
11 the Azneran case at all?

12 A. Again when you say no work on the Azneran case,
13 we're using the same definition of paralegal?

14 MR. GREENE: Gerry, it's a simple question and
15 again it's a "yes" or "no" answer.

16 THE WITNESS: In that I received phone calls at
17 that time or relayed phone calls then which may have
18 related to the Azneran case, then, yes, I did.

19 MR. WILSON: Q. It's possible that you may
20 have relayed a phone message that related to the Azneran
21 case; is that right?

22 A. Right.

23 Q. Except for that, have you done any work on the
24 Azneran case?

25 A. Except for phone messages?

1 Q. Right.

2 A. Routed or logged, mailed articles.

3 Q. Would that be the same way a receptionist or
4 secretary would send mail around the office?

5 A. Exactly, right.

6 Q. And except for that, have you done anything
7 related to the Azneran case?

8 A. I believe that anything I have done relating to
9 the Azneran case has been that sort of office clerk,
10 secretary in nature.

11 Q. Can you remember any of the specific things
12 that you have done, whether they're office clerk,
13 secretary or not?

14 MR. GREENE: And just a sec, can we get this
15 clear? This series of questions started out, according
16 to my recollection, directed toward the hiatus period
17 when I had been counsel, then I was not counsel. Now,
18 you're asking if it was in the in-between time?

19 MR. WILSON: That's right.

20 MR. GREENE: So now the scope unintentionally
21 has broadened, so that's okay. If we're going back to --

22 MR. WILSON: No, we're not.

23 MR. GREENE: -- pre-September '91.

24 I want to make sure the question is clear,
25 because your question is less clear to me.

1 MR. WILSON: Q. I'm only talking about the
2 period when Mr. Greene was out of the Azneran case.

3 A. Before July of '91?

4 MR. GREENE: No.

5 MR. WILSON: Q. Whenever he got out of the
6 Azneran case, between that time and the time he got back
7 in.

8 A. So like June of '91 through July of '91.

9 MR. GREENE: July 24.

10 THE WITNESS: So from June 6 '91 through July
11 of '91, no, I didn't do any of those things.

12 MR. WILSON: I thought that.

13 MR. GREENE: There's a fundamental factual
14 problem there. There's two --

15 MR. WILSON: I was speaking of the later one.

16 MR. GREENE: Because there was some time I
17 believe in February of '92 to earlier this month where
18 Elstead was the sole attorney of record for the Aznerans.

19 MR. WILSON: Q. That's the period of time when
20 I'm talking about, February of '92 until the time Mr.
21 Greene recently substituted back into the case.

22 A. So whenever, back to your definition of
23 paralegal work, I didn't do any.

24 Q. And anything you did was taking messages or
25 routing documents; is that correct?

1 A. The secretarial work for Mr. Greene.

2 Q. And can you remember any specific things you
3 did, whether it was secretarial or not?

4 A. Without getting into exactly what they were,
5 that is, the subject matter, copying, mail logging,
6 routing, relaying messages, taking messages.

7 Q. Okay. Let me ask you this question. Back to
8 Mr. Elstead, have you done any other work for Mr.
9 Elstead, other than on the Azneran case?

10 MR. GREENE: In any capacity?

11 MR. WILSON: Right.

12 THE WITNESS: In that Mr. Elstead requested me
13 to testify in the Hunziker case and that I did agree and
14 in that I did testify at deposition, that's what I did
15 for him.

16 MR. WILSON: Q. And what is the Hunziker case?

17 A. It's the case of Steven Hunziker versus Applied
18 Materials.

19 Q. And what did Mr. Elstead ask you to do in that
20 case?

21 A. He asked me if I would testify.

22 Q. In what capacity? What did you know about the
23 case that he wanted you to testify about?

24 A. The case involved Scientology courses being
25 taught at the Applied Materials Company, and he wanted me

1 Andrew H. Wilson
2 WILSON, RYAN & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, California 94104
6 (415) 391-3900

7 Laurie J. Bartilson
8 BOWLES & MOXON
9 6255 Sunset Boulevard, Suite 2000
10 Hollywood, CA 90028
11 (213) 661-4030

12 Attorneys for Plaintiff
13 CHURCH OF SCIENTOLOGY
14 INTERNATIONAL

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF LOS ANGELES

17 CHURCH OF SCIENTOLOGY	)	CASE NO. BC 052395
18 INTERNATIONAL, a California not-)	
19 for-profit religious corporation,	)	DECLARATION OF LAURIE J.
20	)	BARTILSON IN SUPPORT OF
21 Plaintiff,	)	APPLICATION FOR ORDER TO
22	)	SHOW CAUSE WHY GERALD
23 vs.	)	ARMSTRONG SHOULD NOT BE
24	)	HELD IN CONTEMPT
25)	
26 GERALD ARMSTRONG; DOES 1 through	)	DATE: December 31, 1992
27 25, inclusive,	)	TIME: 1:30 p.m.
28	)	DEPT: 88
29	)	DISCOVERY CUT-OFF: None
30 Defendants.	)	MOTION CUT-OFF: None
31	)	TRIAL DATE: May 3, 1992

32 I, LAURIE J. BARTILSON, hereby declare:

33 1. I am a member of the law firm of Bowles & Moxon and am
34 an attorney admitted to practice in the State of California. My
35 firm represents plaintiff Church of Scientology International
36 ("Church") in the instant case. I am submitting this declaration
37 in support of the Church's Motion for Order to Show Cause Why
38 Gerald Armstrong Should Not Be Held in Contempt ("Motion") and

1 said Motion's accompanying memorandum of points and authorities
2 ("Memorandum"). I have personal knowledge of the matters
3 specified in this declaration and, if called upon to testify on
4 such matters, would and could do so competently.

5 2. On May 28, 1992, this Court issued a preliminary
6 injunction order ("May 28 Order") in this case which stated, in
7 relevant part:

8 Defendant Gerald Armstrong, his agents, and
9 persons acting in concert or conspiracy with him
(excluding attorneys at law who are not said
10 defendant's agents or retained by him) are
11 restrained and enjoined during the pendency of
this suit pending further order of this court from
doing directly or indirectly any of the following:

12 Voluntarily assisting any person (not a
13 governmental organ or entity) intending to make,
intending to press, intending to arbitrate, or
14 intending to litigate a claim against the persons
referred to in sec. 1. of the "Mutual Release of
15 All Claims and Settlement Agreement" of December
1986 regarding such claim or regarding pressing,
16 arbitrating or litigating it.

17 Voluntarily assisting any person (not a
18 governmental organ or entity) arbitrating or
litigating a claim against the persons referred to
19 in sec. 1 of the "Mutual Release of All Claims and
Settlement Agreement" of December, 1986.

20 A true and correct copy of the May 28 Order which I received from
21 the Court is attached as Exhibit A in support of the Motion.

22 3. On June 5, 1992, I gave notice to Armstrong's lawyers,
23 Ford Greene and Paul Morantz, of the May 28 Order. A true and
24 correct copy of the Notice with exhibits and proofs of service is
25 attached as Exhibit S in support of the Motion.

26 4. At a deposition of Gerald Armstrong ("Armstrong") in
27 this case on June 24, 1992, he and my co-counsel, Andrew Wilson,
28 had the following exchange regarding the December 1986 "Mutual

1 Release and Settlement Agreement" between the Church and
2 Armstrong ("Settlement Agreement") and the May 28 Order:

3 A. . . . I have absolutely no intention of
4 honoring that settlement agreement. I cannot. I
5 cannot logically. I cannot ethically. I cannot
6 morally. I cannot psychically. I cannot philo-
sophically. I cannot spiritually. I cannot in
any way. And it is firmly my intention to not
honor it.

7 Q. No matter what a court says?

8 A. No court can order it. They're going to have
9 to kill me.

10 A true and correct copy of the relevant page of the transcript of
11 that deposition, p. 124, accurately reflecting the statements of
12 Armstrong and myself, is attached as Exhibit F to the Motion.

13 5. At a continuation of Armstrong's deposition in this
14 case on October 7, 1992, Armstrong and I had the following
15 exchange regarding the May 28 Order:

16 Q. When was the next time you spoke to Mr.
Welkos or Mr. Sappell?

17 A. Around the time of the Sohigian ruling.

18 Q. This is another telephone conversation?

19 A. In that I only met Mr. Welkos on that one
20 occasion, yes.

21 Q. I apologize. You said that, and I
22 forgot. And this was a conversation with Mr.
Welkos?

23 A. Yes

24 Q. Did you call him, or did he call you?

25 A. I believe I originated the conversation.

26 Q. What did he say to you, and what did you
say to him, during that conversation?

27 A. I believe I advised him of the Sohigian
28 ruling.

1 Q. Did you discuss anything else with him?

2 A. I think it was -- That's all that I
3 recall being the subject of the discussion at that
4 time.

5 Q. Did you tell him that as a result of the
6 Sohigian ruling, you now felt that you were more
7 free to do things that you had been constrained
8 about doing before?

9 A. No, I never said that. Because I did not
10 feel I was constrained before. But rather that by
11 specifically denying the injunction as to all of
12 those things which the organization sought in the
13 preliminary injunction, that I was free from the
14 potential of an injunction.

15 A true and correct copy of the relevant pages of the transcript
16 of that deposition, pp. 378-379, accurately reflecting the
17 statements of Armstrong and myself, is attached as part of
18 Exhibit D to the Motion. On behalf of my client the Church, I
19 allege that the statements made by Armstrong under oath as quoted
20 in this paragraph and the paragraph immediately preceding in this
21 declaration are acknowledgements by Armstrong of his awareness of
22 the May 28 Order, his ability to act in compliance of such order
23 and his intention to wilfully disobey its terms.

24 6. At a continuation of Armstrong's deposition in this
25 case on July 22, 1992, he acknowledged to me under oath that he
26 continued to be employed by Ford Greene as a paralegal. A true
27 and correct copy of the relevant pages of the transcript of that
28 deposition, pp. 186-189, accurately reflecting the statements of
Armstrong and myself, is attached as Exhibit H to the Motion.

7. On July 7, 1992, I received in the mail a notice of
association from Ford Greene announcing that he again represented
Vicki and Richard Aznaran in the matter of Vicki Aznaran and
Richard Aznaran v. Church of Scientology International, et al.

U.S. District Court, Central District of California No.
CV-88-1786-JMI (Ex) ("Aznaran v. Church"). On that day, I sent
Mr. Greene a letter by telecopier and first class mail. A true
and correct copy of that letter is attached as Exhibit I to the
Motion. In that letter, I requested that Mr. Greene inform me of
the steps that had been and that would be taken to ensure that
Armstrong did not violate the terms of the May 28 Order, in
particular the prohibition that prevented Armstrong from
assisting the Aznarans in their case.

8. On or about July 12, 1992, I received a letter from Mr.
Greene, dated July 11, 1992, which responded to the above
referenced letter of July 7, 1992. A true and correct copy of
that letter is attached as Exhibit J to the Motion. In that
letter, Mr. Greene pointedly declined to provide any specific
assurances that Armstrong would not assist the Aznarans or any
other anti-Church litigant or claimant in violation of the
above-cited terms of the May 28 Order. Instead, he characterized
the May 28 Order as "somewhat cryptic and difficult to enforce"
and that as to Armstrong's compliance with said order, I "would
simply have to take [Mr. Greene's] word for it."

9. In July, 1992, following my receipt of a copy of a
ruling of Judge Ideman in Aznaran v. Church transferring that
case from the Central District of California to the U.S. District
Court in Dallas, Texas, I received a telephone call from
Armstrong in which he stated that he was calling from Mr.
Greene's office and that he needed to receive immediately by fax
such transfer ruling of Judge Ideman. I told Armstrong that the
May 28 Order prohibited him from assisting the Aznarans or any

1 other litigants against the Church. He replied that he was
2 trying to help the Aznarans. On behalf of my client the Church,
3 I allege that the statements made by Armstrong as relayed in this
4 paragraph are acknowledgements by Armstrong of his awareness of
5 the May 28 Order, his ability to act in compliance of such order
6 and his intention to wilfully disobey its terms.

7 10. On July 18, 1992, I sent another letter to Mr. Greene
8 by telecopier and first class mail, responding to his July 11,
9 1992 letter, accurately describing my above referenced July, 1992
10 conversation with Armstrong and reiterating that Armstrong was
11 required to immediately cease all work for the Aznarans and to
12 cease all actions in violation of the May 28 Order. A true and
13 correct copy of that letter is attached as Exhibit K to the
14 Motion.

15 11. I received no response to my July 18, 1992 letter from
16 Mr. Greene. However, on or about August 1, 1992, I received two
17 proofs of service for Mr. Greene's pleadings in the Aznaran v.
18 Church case, each of which was executed by Armstrong. True and
19 correct copies of those proofs of service are attached as Exhibit
20 L to the Motion. On behalf of my client the Church, I allege
21 that the actions taken by Armstrong as relayed in this paragraph
22 are acknowledgements by Armstrong of his ability to act in
23 compliance of the May 28 Order and his intention to wilfully
24 disobey its terms.

25 12. In the continuation of Armstrong's deposition in this
26 case on October 7 and 8, 1992, during which I further examined
27 Armstrong, he made several additional admissions that I allege
28 indicate his awareness of the May 28 Order, his ability to act in

1 compliance of such order and his intention to wilfully disobey
2 its terms. These admissions include Armstrong's statements that
3 he broadly discussed with the Aznarans matters relating to their
4 case against the Church, that he assisted in the relay of
5 communications between the Aznarans and Mr. Greene and that he
6 was assisting three other persons, Tillie Good, Denise Cantin and
7 Ed Roberts, each of whom is making claims, through Mr. Greene's
8 office, against Churches of Scientology protected by the May 28
9 Order. A true and correct copy of the relevant pages of the
10 transcript of this deposition, pp. 448-458, accurately reflecting
11 the statements of Armstrong, Mr. Greene and myself, is attached
12 as part of Exhibit D to the Motion. True and correct copies of
13 Mr. Greene's demand letters against various Churches of
14 Scientology on behalf of Ms. Good, Ms. Cantin and Mr. Roberts
15 received by me and/or my firm are attached as Exhibits M, N and O
16 respectively to the Motion.

17 13. On December 26, 1992, I received by U.S. mail a letter
18 signed by Gerald Armstrong, dated December 22, 1992, and
19 addressed to "David Miscavige and all other individuals who
20 participate in the control of Scientology, C/O Laurie J.
21 Bartilson, Esquire" ("December 22 Letter"). A true and correct
22 copy of the December 22 Letter is attached to the moving papers
23 as Exhibit G.

24 14. In what can only be described as deliberate harassment,
25 Armstrong also sent copies of the letter to 35 individuals and
26 groups, including anti-Church litigants, such as Vicki and
27 Richard Aznaran, Larry Wollersheim and Joseph Yanny, and lawyers
28 who represent clients in actions brought against one of more

1 churches, including Toby Plevin, John Elstead, and Dan Leipold.

2 15. Armstrong spends the bulk of the December 22 Letter
3 vilifying the Church and its members, and threatening further
4 breaches of the settlement agreement, and violations of the
5 preliminary injunction, if his demands are not met. Although
6 Armstrong has publicly disavowed any interest in money, he
7 insists that the Church pay him \$500,000 for his "legal fees and
8 costs," "cancel" the settlement agreement, and pay unspecified
9 amounts of money to other anti-Church litigants if the Church
10 wishes to avoid Armstrong's threatened violations.

11 16. Specifically, Armstrong threatens that, if his demands
12 are not met, that he will travel voluntarily to South Africa to
13 testify against a church of Scientology, give interviews to the
14 media, and voluntarily assist anyone and everyone opposing
15 Churches that he can locate. [Id. pp. 3, 4, 6, 7, 8] Expressing
16 the viewpoint that the May 28 Order places no restrictions
17 whatsoever on his conduct, Armstrong states,

18 I consider myself free to do anything anyone can,
19 except testify absent a subpoena. Much of what I am
permitted to do I am going to do. . . .

20 I will continue to associate with and befriend all
21 those people I consider you attack unjustly and
22 senselessly. I will make my knowledge and support
23 available to the Cult Awareness Network, a group of
24 people of good will you vilify, in all the litigation
you have fomented against them. . . . I will even make
my knowledge and support available to entities like
Time and people like Rich Behar in their defenses from
your attacks.

25 [Exhibit G, p. 3].

26 17. The Cult Awareness Network is an anti-religious group
27 that advocates the kidnapping and forcible "deprogramming" of
28 individuals belonging to religions which they have identified as

1 "cults." While the Church is not presently suing the Cult
2 Awareness Network in any litigation, the president of the Cult
3 Awareness Network, Cynthia Kisser, has initiated an action
4 against the Church and its president, Heber Jentzsch.

5 18. Richard Behar is the author of a Time cover story
6 concerning the Church which ran in May, 1991. The Church is
7 presently engaged in a lawsuit against Time and Behar for
8 defamation.

9 19. In the December 22 Letter, Armstrong also makes plain
10 the personal contempt which he has for a Court which would rule
11 against him:

12 There is also, as mentioned above, the fact that
13 in order to defend myself from your attacks and to fund
14 the defense of the litigation you have fomented I must
15 speak and must publish. I'm sure you understand that I
16 remain completely confident that no court, other than
17 the odd one your mercenaries are able to compromise
18 with bucks, babes or bull, will order me not to defend
19 myself.

20 [Id. p. 5].

21 20. These recent pronouncements by Armstrong make plain
22 that nothing short of a criminal contempt order is likely to end
23 Armstrong's misconduct.

24 21. On December 30, 1992, I received a videotape identified
25 by the initial speaker as a November 6, 1992 interview of
26 Armstrong. Jerry Whitfield and others participated in such
27 interview which, on information and belief, took place at the Los
28 Angeles convention in early November, 1992 of the so-called "Cult
Awareness Network" ("CAN"). A true and accurate copy of the
video tape is attached and lodged as Exhibit Q to the Motion. A
true and accurate transcript of the conversation between

1 Armstrong, Mr. Whitfield and others as reflected on said
2 videotape is attached as Exhibit P to the Motion. During this
3 recorded interview, Armstrong makes the following statement:

4 . . . I cannot, except pursuant to a subpoena, assist
5 someone intending to file a claim or pressing a claim
6 against the organization. Now then we are appealing
7 even that narrow ruling, because that's unenforceable
8 because if you construe that my ... that this video
9 could possibly indirectly help someone in the future, I
10 can't do this. And not only that but if you consider
11 that my existence indirectly or directly helps someone,
12 then I'll oblige to take my own life. In other words,
13 I must stop breathing. It's unenforceable. I feel I
14 am completely at liberty to associate with whomever I
15 want, to talk to whomever I want, and I act and live
16 that way. And that is in part why I am here at this
17 event now, why I came to the CAN conference.

18 Exhibit P, p. 34.

19 On behalf of my client the Church, I allege that the
20 statements made by Armstrong as relayed in this paragraph are
21 further acknowledgements by Armstrong of his awareness of the May
22 28 Order, his ability to act in compliance of such order and his
23 intention to wilfully disobey its terms.

24 22. Mr. Whitfield is a defendant in the matter of Casillas
25 v. Jerry Whitfield, et al., Los Angeles County Municipal Court
26 No. 91K49349. My office represents Mr. Casillas in that action.
27 Mr. Casillas is a staff member of the Church and is suing Mr.
28 Whitfield and others for false imprisonment and false arrest.

I declare under penalty of perjury under the laws of the
State of California that the foregoing is true and correct.

Executed this 31st day of December, 1992 at Los Angeles,
California.

H:\ARMSTRON\BART.DEC


Laurie J. Bartilson

BOWLES & MOXON
ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028

TIMOTHY BOWLES •
KENNETH L. MOXON ±
LAURIE J. BARTILSON †
HELENA K. KOBRIN ±

(213) 661-4030
TELECOPIER (213) 662-6419

PETER M. JACOBS
RANDALL A. SPENCER †
ROBERT A. WIENER †
LESLIE T.W. JOASH

ALSO ADMITTED IN OREGON
ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
ALSO ADMITTED IN MASSACHUSETTS
ALSO ADMITTED IN FLORIDA
ALSO ADMITTED IN ILLINOIS
ALSO ADMITTED IN OKLAHOMA

OF COUNSEL
JEANNE M. GAVIGAN
MARCELLO M. DI MAURO
KAREN L. BROWN
KAREN D. HOLLY ±

April 28, 1993

Gerald Armstrong
c/o HUB LAW OFFICES
711 Sir Frances Drake Blvd.
San Anselmo, CA 94960-1949

BY TELEFAX AND U.S. MAIL

Re: Your Appearance on KFAQ Radio

Dear Mr. Armstrong;

I have just been informed that you are scheduled to appear on KFAQ radio in the San Francisco area at 5:00 p.m. today on the "Life Line" show and that the topic to be discussed is "the inner workings of Scientology".

This letter serves to put you on notice that your appearance on this show as described would constitute a violation of the Settlement Agreement which you signed with the Church of Scientology International on December 6, 1986. You agreed on that date to forgo, inter alia, future media appearances, in exchange for a substantial sum of money. Specifically, such an appearance would be a violation of paragraph 7D of the Agreement and will subject you to the liquidated damages provision in that paragraph.

Should you appear on this radio show in violation of the Agreement, the Church of Scientology International will pursue all remedies within the judicial system to obtain damages for the violation and/or to enjoin any future violations of a similar nature. It is my sincere hope and expectation that no one will attempt to induce you to further breach your contractual obligations to the Church of Scientology International by permitting you to appear as scheduled.

Very truly yours,


Laurie J. Bartilson

Re: KFAQ Appearance
April 28, 1993
Page 2

cc: Ford Greene (BY TELEFAX)
Andrew M. Wilson (BY TELEFAX)
Legal Director, KFAA Radio (BY TELEFAX)

LJB:hg

May 3, 1993

Laurie J. Bartilson, Esquire
Bowles & Moxon
6255 Sunset Boulevard
Suite 2000
Los Angeles, CA 90028

Dear Ms. Bartilson:

This is in response to your fax letter of April 28, 1993.

You are in error in your interpretation of the December 6, 1986 settlement agreement. I did not agree on that date to forgo future media appearances for a substantial sum of money. I agreed on that date to dismiss my action for fraud, intentional infliction of emotional distress, libel, breach of contract, and tortious interference with contract against your organization for, inter alia, a substantial sum of money.

As you know I would not agree on that date to forgo media appearances, to not speak out against your organization's criminal activities, to not publish and to not communicate my experiences inside the organization, for any sum of money. Only when my lawyer assured me that those prohibitions in the settlement agreement were "not worth the paper they're printed on," and after your organization promised to end its antisocial, tortious and criminal activities, did I agree to sign the agreement.

Thus, I agreed to not speak out, to not publish and not do media appearances, for no money whatsoever. Your continuing libel that I so agreed for "a substantial sum of money," or any money at all, is simply part of your "'fair" game doctrine," which here takes the form of what L. Ron Hubbard called a black propaganda campaign to make me appear to have sold out for money; or in your terminology to position me as a whore.

I agreed to not speak, publish or appear in order to give your organization the opportunity it said it needed to change its antisocial ways. Since you did not avail yourselves of this opportunity, but used my peace gesture as an opportunity instead for more fair game, you are finding yourselves having to face the same situation you faced in 1986.

It is exactly your continuing calumny that I sold out for money, in addition to all the other post-settlement attacks by your organization in breach of the settlement agreement, and its reneging on its promise to end fair game and its other antisocial policies and practices directed at innocent individuals, that now brings me to do media appearances on the subject of your organization's fraud, fair game and irreligion.

Your threat that you will subject me to the liquidated

Laurie J. Bartilson
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damages provision of the settlement agreement for appearing on KFOX is obscene. Even its inclusion in the settlement agreement; that is \$50,000.00 per word I write or speak about your organization is obscene. You embarrass all those Scientologists of good will who slave for your organization, whose money you squander, and in whose name you make such hollow and debased threats.

Your threat directed at KFOX that they would become the target of your pathologically litigious organization for inducing me to breach my "contractual obligations," although equally empty, is certainly reflective of the organization's anti-religious nature; that is, its reliance on lies, lawyers, intimidation, and bluster to achieve its unholy ends.

As you know, I am permitted by Judge Sohigian's May 28, 1992 injunction, unappealed by your organization, to make media appearances such as the one scheduled at KFOX. As you also know, Judge Horowitz on March 23, 1993 stayed all proceedings in the case of Church of Scientology International v. Gerald Armstrong, Los Angeles Superior Court Case No. BC 052395. This has the effect as well of staying the injunction; therefore I am not constrained even by the narrow prohibitions of Judge Sohigian's ruling. And therefore I am as free as any other person in this free nation to speak, write and appear as I am so guided.

And I urge you therefore to communicate to KFOX and withdraw your threat of litigation. I also urge you to rethink your attack lines on me and the other litigants who settled our claims against you. To position us as whores, when we attempted to free you from your past is really silly because it only frees us to say, as graphically as literature allows, what that past was that we would free you from, but which your organization, by its actions, insists we bring to the light of truth.

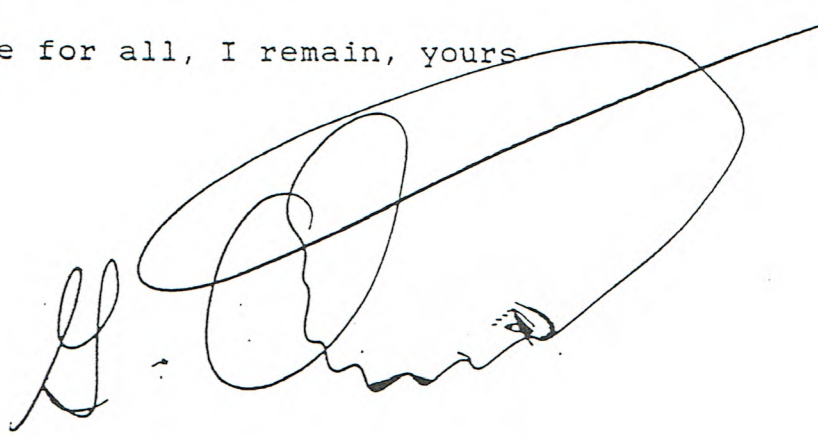
There is no denying that there is a great deal of public interest in your organization and its antisocial practices in which I have a great deal of experience and expertise. Once your organization repudiates its antisocial practices, of course, I will have nothing more to say about them. In the meantime I will try with all my might to do what I am called to do; and an aspect of that is to speak out against your irreligious organization's threats to religion.

Religion will not be threatened. Do not waste your time. There is wisdom. It is not, however, in fair game, in settlement agreements, in attacks on your innocent brothers, in the lies of L. Ron Hubbard, or in stupidity, even if it's given a name suggesting sapience like Scientology.

Laurie J. Bartilson
May 3, 1993
Page 3 _____/

I expect to be doing various media appearances in the near future and talks to various groups, including one I have already agreed to with a university psychology class. I think it would be very beneficial, therefore, to resolve our differences as soon as possible by your organization's clear repudiation of its antisocial policies and practices, so that I can have good things to report at these talks.

With a great hope for peace for all, I remain, yours
sincerely,

A large, stylized handwritten signature in black ink, likely belonging to Gerald Armstrong, is written over the closing of the letter. The signature is fluid and somewhat abstract, with a large loop at the end.

Gerald Armstrong
C/O Hub Law Offices
711 Sir Francis Drake Blvd
San Anselmo, CA 94960
(415) 258-0360

:ga

cc: Ford Greene, Esquire
Paul Morantz, Esquire
(without enclosures)

cc: KFAX
Los Angeles Times
San Francisco Chronicle
San Francisco Examiner
Marin Independent Journal
Time Magazine
(all with cc Bartilson 4/28/93 letter; cc 3/23/93 stay
order)

PROOF OF SERVICE

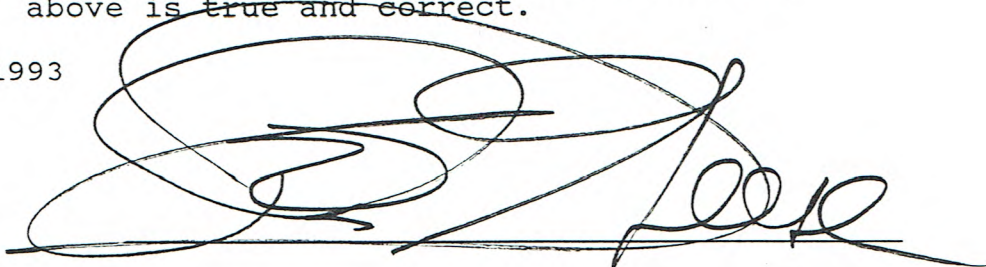
I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents: **APPELLANT'S QUALIFIED NON-OPPOSITION
TO MOTION FOR EXPEDITED HEARING SCHEDULE**

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

SEE SERVICE LIST

- [X] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.
- [X] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: May 26, 1993

A large, stylized handwritten signature in black ink, appearing to be 'R. Z. Lopez', is written over a horizontal line.

SERVICE LIST

Andrew H. Wilson, Esquire
Wilson, Ryan & Campilongo
235 Montgomery Street
Suite 450
San Francisco, CA 94104

Laurie J. Bartilson, Esquire
Bowles & Moxon
6255 Sunset Blvd.
Suite 2000
Los Angeles, CA 90028

Paul Morantz, Esquire
P.O. Box 511
Pacific Palisades, CA 90272

Graham E. Berry, Esquire
Lewis, D'Amato, Brisbois & Bisgaard
221 North Figueroa Street
Suite 1200
Los Angeles, CA 90012